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"And were you engaged as counsel in Allers against Allers?"
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"And Sutter—where is Mr. Sutter? Is this the man?" pointing to the policeman.
"Yes, sir," Shaw was asked for, but was not present.

The witness objected to relating his conversations with Sutter and Shaw, claiming privilege. This was overruled. He said he had several conversations with them. Winters kept declining to answer. Mr. Brown explained that he was not asking for any information deal with the separation suit, but insisted upon the committee's right to know how that information was obtained. Winters said he told the policeman he could not use the information because the way it was obtained.

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"Did you tell him why?"
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"It seems to me that I have no right to disclose this. I feel that all of this information is information obtained acting as counsel for Messrs. Allers."
"I want to warn you all here. I think you are all wrong," Senator Downing said. "He cannot disclose anything relating to a client of his. I think the ethics of the legal profession are getting a swat here."

"You had a talk with these two men, Sutter and Shaw, in relation to reports which they had filed relating to the trailing of the defendant, didn't you?"
"Yes, sir."
"Did these men tell you of the goings and comings of the defendant, and I do not ask what this goings and comings were?"

"They did."
"And you had a private interview with Shaw?"
"Yes, sir."
"What did he tell you—how did he tell you he got this information in relation to the goings and comings of the defendant?"
"I don't think I ought to answer. I don't think I ought to be compelled to answer such questions as that. I think it is really a confidential communication."

"I advise you now that we have got the broadest powers that can be conferred by the Legislature as to our inquiry, and I am not asking you for any confidential knowledge whatever that he gave to you. I am not asking you for any information that he gave you except as to the manner in which he got his information, nothing else. How did he say he got it?"

"By wire tapping."
"Tapping whose wire?"
"Dr. Allers's wire."

Wire Tapped for Evidence.

"And where did he say he tapped it?"
"In front of a room where he had a window."
"In what place?"
"It is the first station on Staten Island where he would have the name."
"St. George?"
"Yes."
"Where did he say it was with reference to Dr. Allers's house?"
"Across the street."

"And these reports were there present at the time for discussion?"
"Yes, sir."
"And after that, did you see him and Sutter together?"
"I too him back into the room where Mr. Sutter was."

"Had you had any previous conversation that you couldn't use Sutter's testimony because he was a police official?"
"I had been told that night by Mr. Leslie that I could not use him."
"Because he was an official of the Police Department?"
"Yes, sir."
"And you would have to rely on Shaw?"
"Yes, sir."
"You told them that you could not use the information derived in that way, is that so?"
"I told him I wouldn't use any of it."
"In the conversation that you had with Shaw, did he in the first instance adhere to the claim that he had secured the information by personal observation?"
"Yes, sir; they both did."

Where Evidence Was Obtained.

"And when you got Shaw alone he told you that it had been obtained by getting it over the wires when they were tapped?"
"Yes, sir."
"When you got back did Sutter admit that that was the fact?"
"He did."

"Did either of them come to you and talk with you after that conversation?"
"Both of them."
"Did they bring anything?"
"It seems to me that this is privileged communication."

"No. Did they bring anything? Did they show you anything?"
"Yes, sir, they did."
"What was it?"
"Little instruments which they said were wire tapping apparatus."

"Who had that instrument?"
"I don't remember which one of them. They were together."
"And did they explain how it was operated?"
"Yes, sir."

"What did they say to you?"
"The main wire was tapped and two wires were brought into the window and these little instruments were clamped on to it. Shaw attended the wire."

"Did they show you over how long a period this had been done?"
"About a year."

Realty Contract Comes Up.

"Did you have anything to do with drawing a contract for the Park Court Realty Company about the transfer of that property?"
"I decline to answer on the ground it is a privileged communication."
"There was another long wrangle over whether the witness should answer. He was told he must."

"That contract was between whom and whom?" Mr. Brown asked.
"That certainly seems to be confidential," witness said.
"Oh, no; that is not confidential any more than the flight of a bird is. You might as well say that the motion of a sparrow in a glass bowl is confidential as that. They are for exhibition. Mr. Winters, you have been a lawyer since 1888 and you are familiar with the rights of the public to knowledge through testimony in relation to the terms of a contract of sale and the parties to a contract of sale. I have got a right to know who the purchaser is and who the seller is. Do you remember the purchaser?"

"Yes, sir."
"Who?"
"Inspector Dwyer."

"Do you remember the contract price?"

"I think it was about \$154,000."
"And do you remember what was paid on it?"
"At the time the contract was signed there was a check of either \$15,000 or \$17,000, as I recall it."
"Do you remember whose check it was?"

He Sees the Check.

"I don't know that I can say whose check it was. I saw the check."
"Who passed it over?"
"Inspector Dwyer."
"He was present?"
"Yes, sir."

"And he passed the check over?"
"To the attorney of the seller?"
"Yes, sir."
"Was there any more paid that you know of in connection with that contract?"
"Yes, sir."

"How much?"
"Well, the total was a little over \$30,000 within thirty days."
"And a mortgage was given for the balance?"
"Yes, sir."

"Did the contract provide to whom the property was to be conveyed?"
"Inspector Dwyer signed the contract."
"And did it provide for conveyance to him?"
"The contract did, yes, sir."

"About what date was that?"
"It was last summer some time, a year ago—last fall."

Sees Conveyance Made.

"Were you present when the conveyance was made?"
"I was."
"And to whom was the conveyance made?"
"William Leslie."

"The father of Warren Leslie?"
"I have understood so."
"And to whom was it later conveyed?"
"To the Park Court Realty Company."
"And that corporation was incorporated in your office?"
"Yes."

"Did you participate in it?"
"I didn't know that I did until later."
"Were you one of the incorporators?"
"I learned so afterward."
"Did you know that you were one of the directors for the first year?"
"Yes, sir."

"Did you know that you were not aware of the fact until some time later?"
"Yes, sir."

Directors in Realty Deal.

"The directors, as the record shows, were Warren Leslie, Byron L. Winters and Mary Schacht," Mr. Brown said.
"You had no interest in the concern?"
"No, sir."

"You had no agreement with anybody that any stock was to be transferred to you?"
"No, sir."
"Do you know what was paid to these directors for their services?"
"Except what Mr. Leslie told me: \$70 a week apiece."

"Did you ever talk with Inspector Dwyer in relation to it?" (the case).
"Never."
"Was Inspector Dwyer a frequent caller at the office during this period?"
"I would not say frequent."

"Occasional?"
"Yes, sir."

"Other than during the time the real estate was being purchased?"
"Yes, sir."
"During the entire period?"
"Well, I think so. I came in and out."

"Did either of these men tell you to whom the telephone tapping instrument belonged?"
"They did not."

Knew It Was Illegal.

"You knew, as you testified, that it is improper to allow, to permit—to that it was illegal to have anything to do with the result of wiretapping?" Senator Downing asked.
"I did."

"And when it was reported to you that the evidence, whatever it was, and in whatever case it was, was the result, or the outcome, or you disclaimed it as illegal, did you notify the District Attorney of Richmond county?"
"I did not."

"It was the evening of the first day of the beginning of this case. We had gone on for trial for one day, and this was in the evening, and I told this man to cut the wires, cut them out or I would quit the case then and there."

Warren Leslie also objected to bringing out facts regarding the separation case. He said the whole thing was privileged and he should not be asked

about it. He was counsel for Mrs. Allers and the separation trial was held in April, 1920. The lawyer said he was connected with the police reserves under Inspector Dwyer and was president of the court-martial of the reserves.

He had employed Shaw on the recommendation of Sutter to do police work in the Allers case. Sutter came to his office quite often, the witness said, carrying papers relating to police reserve cases. The policeman never was employed for the private detective work, he said.

"I think I know where you got your information," Mr. Leslie said. "It is without foundation, is vicious, and I think was related to you by a man who has a private lawsuit against me for an alleged partnership in which he is claiming a fee of \$8,000 for work he did in the Allers case."

The man, the witness said later, was Winters. They were old friends. Two years ago Leslie said Winters came to him saying his law business was not prospering and he formed an "ostensible partnership" to help Winters. Winters later demanded half of the partnership profits, and they broke, with the result that there is bad feeling and a suit.

Paid to Trail Dr. Allers.

Shaw was employed to trail Dr. Allers, the witness said, and was paid liberally for his work.
Sutter testified he is doing clerical work for Inspector Dwyer. The policeman admitted having suggested the name of his brother-in-law to do detective work, but declared he personally did nothing whatever in the Allers case. He received no compensation in any form from the Leslie law firm, the witness said, and his only business dealings with the lawyer was carrying police reserve papers to the lawyer for the inspector.

Mary Schacht was private secretary for Warren Leslie for fifteen years. She received papers from Sutter and paid Shaw mostly in cash, but could not remember what the sums were.

Hugh C. Murray, real estate manager, showed Inspector Dwyer through the 11th street apartment house several times at the request of Mr. Leslie. He collected the rents for the property and had his desk in Mr. Leslie's office. It is a six-story elevator apartment, with four families on a floor.

"I assumed Inspector Dwyer had some interest in the property," Murray testified. "I never knew who the stockholders of the corporation were. Mr. Leslie told me the inspector's son was going to look after the property and that Mr. Dwyer wanted to put him in there and that my services were required no longer."

Tenants in the apartment house at 403 West 118th street alleged in an action before Justice Martin in the special term of the Supreme Court on September 1 last that they were being subjected to "annoyance and persecution" because they objected to an increase in rent. Miss Ethel Schlinger, interior decorator, and several nurses made affidavits asking for an injunction. After the Park Court Realty Company took over the property effort was made to advance rents, and when the tenants protested, they swore, they were told the "cops would clean up the place."

The case is pending.

With the opening of the session Mr. Hughes asked permission to read a statement in which he repudiated in great detail all the statements made by Auditor, the stevedore.

Commissioner Enright has not now, and never had, directly or indirectly, any interest in my business," Hughes said. "It was absolutely untrue that he had resigned from the Police Department on the promise of getting Auditor's business. It was an outrage, he added, for the committee to accept such loose statements as evidence."

The Allan A. Ryan brokerage account was presented and showed that prior to February, 1918, when he retired from the Police Department, Hughes's Wall Street account amounted to only \$2,325. In 1918 the account jumped to \$7,900, and in 1919 to \$105,000.

"Did you purchase a residence at Suffern, N. Y., from Mr. Ryan?" Mr. Brown asked. The witness said that he bought the property from the Thomas F. Ryan estate and that Commissioner Enright had been a visitor there on a few occasions.

"When you left the Police Department you were not a man of property, were you?" Mr. Brown asked.
"Well, that depends. In what respect and to what extent?" Mr. Hughes said.
"You were a man of very moderate means at that time?"

"Not necessarily."
"Were you worth \$25,000?"
"I had investments at that time that if they were realized upon might accrue \$25,000."

"You think that would cover it?"
"It is pretty hard to say, Senator. That all bears on how a man views himself. Personally, I was what I thought in very moderately comfortable circumstances."

"Did you own a house at that time?"
"Yes, sir, I did. The house was worth probably \$25,000 and was mortgaged for \$7,000."
"I ask you if you think that \$25,000 is a fair estimate of what you were worth when you retired?"

"Well, \$25,000 would probably fairly represent what I possessed at that time, but I had some investments that subsequently proved to be quite valuable."

"You went largely into the pier business, guarding the piers?"
"Mr. Hughes went into details explaining his business. He went over the list of his clients, including prominent firms, and showed what service he gave. He complained bitterly of his treatment by the committee."

Discrepancy in Bank Account.

Going into the Hughes account with the B. R. T. during the strike in which the Hughes agency was employed, Mr. Brown said his record showed the railroad company had paid \$25,000 in one month and the agency's B. R. T. deposit account showed only \$11,885. Mr. Hughes said he would check up the account and report on it to-day.

The Hughes banking account showed withdrawals of cash amounting to \$24,000 over a period of a year, with no trace of what was done with the money. Mr. Brown said. The counsel asked Hughes to look that up too.

The Wall Street account shows these transactions: June 30, 1919, Hughes bought 200 shares of B. R. T. for \$6,005, which was sold in July following for \$6,232; August 27, 200 shares of B. R. T. Steel for \$20,705, and sold a month later for a slight gain. October 24, Hughes made a \$23,000 deposit; December 5, a \$2,000 deposit, and the account was closed December 30, 1919. Hughes said he had no dealings with Ryan except the stock transactions.

Auditor greatly amused the audience as he told of his trips around town with Hughes and of their exchange of haberdashery presents. The witness reaffirmed all his former testimony and elaborated upon it, setting forth how he said he had put Hughes in business.

"As for Eddie Hughes saying he ever bought me a dinner," the stevedore roared, "I don't think he ever had pockets in his pants when he went out with me. The only time he ever gave me anything was when he took me to a saloon—that was before prohibition—and said he wanted to blow me to a bottle of wine. When I started to pay for it he said, 'Don't pay for it, and we walked out. I don't think I ever needed some one like him to pilot me around. He thought because I was good natured I was a fool."

Mayor Hylan issued another statement last night, the second in two days, in relation to this New York Herald editorial criticizing the administration of the city's piers. The subject of the editorials was testimony given before the Meyer committee that the cost to steamship companies of policing piers in New York is upward of \$30,000,000 a year.

Even that figure represents only one-half of one per cent of the total amount of exports and imports, the Mayor said. Policing piers at private expense is a practice that has prevailed since the piers were built, the Mayor added.

Mayor Gaynor would not permit the police to go on the piers, holding that a steamship company was not entitled to such service, Mr. Hylan said. When leased to corporations the piers become private property and should be protected as such, the same as is all other property the Mayor contended.

Losses on private piers often are "inside jobs," the Mayor said. There is nothing new in the Meyer committee's discovery that piers are piloted at big cost, Mr. Hylan said, and if it were not worth while the companies leasing the piers would not go to the expense. But if any private detective agency is guilty of thievery or extortion its license should be revoked by the Secretary of State, in the Mayor's opinion. The cost of this service is not greater now than it always has been, the Mayor said.

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LONG PIER LEASES ATTACKED BY GILROY

Says Next Administration Should Provide Open Access to Waterfronts.

FAVORITISM ASSAILED

John Kirkland Clarke Delivers Broadside at District Attorney Swann.

HE CHARGES CORRUPTION

Curran Will Urge Party Workers to Get Out Full Registration.

The policy of the present city administration in granting long term pier leases was attacked last night by Vincent Gilroy, Republican candidate for President of the Board of Aldermen, in an address at the Hamilton Republican Club, 559 West 118th street. Mr. Gilroy was warmly applauded. He said in part:

"One of the most important things for the next administration to do is to see that there is open access to the waterfront of New York. The policy of granting long leases on piers must be discontinued."

Never a policy originated when the city sank the bulkheads, and the lessons made the improvements. The lessons received long tenures, but now the city builds the entire structures, and no long tenures should be given."

Mr. Gilroy also attacked the Hylan policy of granting leases to favored interests, which, he added, has a direct bearing on the cost of living in New York.

John Kirkland Clarke, who was an Assistant District Attorney under Charles S. Whitman and is the Republican choice for District Attorney, cited what he alleged to be instances of incompetency and "side stepping" in District Attorney Swann's office. He told of the case of Harold J. Burns, "who had spent the early years of his life in a reformatory and although indicted for burglary on October 19, 1920, and held in \$2,500 bail, was subsequently indicted again May 10, 1921, when his bail was increased to \$5,000."

Never in the history of the District Attorney's office, he declared, has it sunk to the present level and there has never been such corruption as now exists. He said, if elected, he would pick the same sort of staff as Whitman had.

In line with his belief that getting out the registration is one of the big duties confronting the Republican leaders, Borough President Henry H. Curran will devote some time next week to speaking to the workers on that subject. He aroused great enthusiasm along that line among the Bronx Republicans at their organization meeting on Tuesday night.

The Coalition Committee of the Bronx, consisting of about one hundred members and representing four or five separate organizations, held a meeting at Eltinge Casino last night to ratify the entire Coalition ticket, city and borough and county. One of the features of the evening was a statement from Patrick J. Kane, formerly Tammany leader of the Third district, declaring that he would support the entire Coalition ticket from President Curran, the candidate for Mayor, right down the line through the Assembly candidate in his district.

Mr. Kane was made the Coalition designee for Sheriff and won the nomination in the primaries despite opposition. His enemies had been intimating that he was interested solely in his own

fortunes and would not give hearty support to the remainder of the ticket. His declaration last night dispelled that report.

Richard W. Lawrence was unanimously re-elected chairman of the Bronx County Republican Committee on Tuesday night. Miss Florence Newbold took the place of Mrs. Cornelius Robinson as the woman coadjutor. Peter Wynne was chosen secretary for another term.

In placing Mr. Lawrence in nomination the speaker referred to the fact that their leader in conferences with State leaders had vigorously pointed out to the up-State Republicans that they should try and give more thought to the peculiar problems of the city.

Joseph H. De Braga has been re-elected chairman of the Queens county committee. Mrs. Edith A. Van Alst was elected woman vice-chairman in place of Mrs. Ebba M. Winslow. William B. Hazlewood was chosen secretary in place of Peter P. Campbell. Frank H. Woodruff is treasurer of the organization.

OLD DOMINION PIER FIGHT.

Federal Judge Hough yesterday granted the preliminary injunction asked for by the Old Dominion Steamship Company against the city of New York and Dock Commissioner Hubert in the fight of the steamship concern to prevent the leasing to the Old Dominion Transportation Company of pier 28, North River. Relations between the steamship company and the transportation company were severed on July 31 and the latter sought to retain by force what it had declared necessary in their now divided affairs.

"The Housing Problem" "Mercy! look at that Moving Van, Ned, everything from grand piano to a refrigerator have done for us horses." "Yes, they've certainly helped us," said Ned, the old-time Knickerbocker horse. "Our Company always uses auto trucks for big loads of ice—the loads that go to refrigerating plants, restaurants, etc. But speaking of moving, I'm thankful that we have no 'housing problem'—We have clean, snow-white stalls to go to when the day's work is done and a good dinner awaiting us."

Knickerbocker ICE Company

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The materials are English and Scotch imported homespun and tweeds in

New Autumn colorings—rich Browns, Blues, Tans, Henna tones and Black—

with beautifully blended plaids and checks or in the plain colorings of homespun

and diagonal cashmere.

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